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41 Henolulu, Oahu, H. I. Ty

THE TOM MOORE TAVERN, BY J. O'NIELL, B Corner of King & Fort Streets. [17

J. D. WICKE, Agent for the Bremen Board of Underwriters.

separting in or about this Kingdom, will have to be certified before me. 7-ly

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FORMS OF CONTRACT.

The following letter, from a planter having

long experience with the Hawalians as la-

borers, and in making contracts with them

for terms of service, gives his thoughts upon

the subject, and is worthy of candid atten-

Mn. EDITOR: The law passed by the last

Legislative Assembly, regarding contracts

between masters and servants, was meant to

tosure a full understanding in the beginning,

between the parties to the contract, of the

terms agreed upon, and therefore provided

that it should be made in both languages,

the Hawaiian and English. It also provides

that the Minister of Interior shall issue a

form of contract, but rendering such

form obligatory, except in so far as it might

that it is implic. In the law that the form

prescribed by the Minister was the one de-

signed by the Legislators for general use. But as I understand the law of agreements,

parties may agree among themselves to any

conditions, and if properly drawn, and law-

ful in themselves as to the acts to be per-

formed, they must be held to the perform-

damage by reason of the particular form in

which the contract may be drawn. Hence,

though the Minister of the Interior may

publish a form, it still remains to private

parties to modify or change its terms, as may

suit the circumstances or the ends proposed

in their agreements, subject at all times, of

The form, as published in the GAZETTE, I

consider exceedingly objectionable; and the

form at present in common use is preferable,

and will preserve better the rights of master

and servant. The private forms in general

use provide stipulations as to time, character

of service, obedience on the part of the ser-

vant to all lawful commands of the principal,

or those deputed under him as lunas, the

amount of wages, and the further stipula-

tion that he will work out whatever debt he

may owe by reason of advances or over-payments; but makes no provision that the

master shall be insured against loss by reason

of the sickness or inability of the servant.

Justice, as between the parties, requires that

a contract should expressly state that the

laborer agrees to fulfill six or twelve months

(as the case may be), in actual work, com-

puted at the rate of twenty-six days per

It is the enstom on some plantations,

specially where the laborer has a house of

his own, and neither sleeps nor eats on the

plantation, to count his month by the days'

work, as shown by the time-book, not by

the lapse of time as marked by the calendar

month, and so soon as twenty-six days' work

is noted on the book, the month's wages are

But this custom does not find expression

in the words of the contract, which is drawn

up in general terms, and expresses a definite

period-one, two, or three years-as the

period of service. Some of the magistrates

interpret the contracts to mean working

days, and hence ascertain from the time-

book the number of days' service actually

rendered, and reckoning them at twenty-six

derstand the contract time to refer to the six

or twelve months immediately succeeding the

agreement, and must be paid and discharged.

By the custom of the country, it is now

impossible to obtain men on contracts with-

feduced so much per month as would make

bined. Such a system would have great ad-

vantages, and it would undoubtedly check

It is not stated in the contracts, as given

It is stated that laborers shall be shipped

in a certain capacity, or for specified work,

the boiling-house; another day, hauling

wood, or taking care of cattle. Neither, in

many instances, can it be known, when the

men ship, in what particular work they will

The third provision of the contract is ab-

solutely unnecessary. When men desire to

reship, before the expiration of the con-

tracts, the old one is voided by adding its

unexpired term to that agreed to in the new,

and the new contract is substituted for the

It seems, therefore, to me, that the law

bears harder upon the employer than upon

the men, for it is in their option not to ex-

tend their obligations by large advances, by

getting into debt, or by deserting their work

unlawfully; whereas, the employer must

run the risk of lowing the labor for which he

has paid an advacet, either by the death of

cover the ground more justly to all parties,

due and paid.

nonth, from the date of the contract.

course, to the law as held by the Courts.

tion by our readers.]

VOL. IV---NO. 33.3

M. RAPLEE.

QUEEN STREET, HONOLULU.

tion. Morgan L. Smith, C. Nesses, C. Brewer & Co. S. Corsul. Mosers, Walker & Allon. Nesses, Kithards & Co. E. P. Adams, Esq. [42*

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H. A. P. CARTER

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THE UNDERSIGNED, HAVING been appointed Agents of the above Com-y, are prepared to insure risks against Fire process animals warranted to make the jour-chandles stored therein, on the most favorable them again and drove them back. So also neg, by D. H. Hiromonou, Esq., Hile. 37-178 chandles stored therein, on the most favorable them again and drove them back. So also

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THE undersigned having been ap-Agents, Honolein.

California Insurance Company. THE Undersigned, AGENTS PIANOS AND OTHER MUSICAL TUSTRUMENTS THE TIMES AND THE TENTS DERBY, at the Hawsilan Theatre.

ined to insure risks on CARGO, FREIGHT and TREASURE, by COASTERS, from Honoinin to all ports of the Hawaiian Group, and been harm from burn from the f

BUSINESS NOTICES. History of the Kamehamehas.

TRANSLATED PROS. THE HAVINGS OF S. M. KANAKAT.

GENERAL BLACKSMITH Kamehameha I. CHAPTEN IL

Kekanilke, King of Maul, being sick, as stated in the last chapter, embarked in a fleet of canoes with his wives and children, his retings of chiefs and soldiers, and landed at Kapsahu, in Kula. Placing the king on a maneis, (pulanquin) he wascurried up the hill to Halekii, at Kukabus. There he died, and the people lamented him with loud and sor-

rowful cries The chiefs being apprehensive of an attack from Alapai, King of Hawali, who was on a warlike expedition against Mani, they therefore cut off all the flesh, leaving only the bones of the king, in order that they might be easily carried up to Iso. Thence taken on SORGHAN PANS, WORRS, PUMPS, dv.
Also on hand, a full assortment of Tis
Wasn, which we effer for sale at the lowest
market prices. til they entered Kapela.

Kekanlike died in the mouth of March A D. 1736.

Orders from the other Islands will meet Meantime, Alapsi, sailing from Kohale with his chiefs and his large force of fighting men, caused the chiefs of Mani to four landing at Mokulsu, in Kaupo, Alapal heard JEWELER AND ENCRAVER that Kekanlike was sick and could not recover, and so without thinking further of war, he immediately desired to meet Kekaulike and his daughter Kekunipoiwa. Hear ing also that the Kingdom of Maul had been decreed to Kamehameha, Alapai was pleased and would not make war upon the child of

Alapal, with all his forces, proceeded on and landed at Kihelpukoa. Kalantopuu and Keous were the principal generals of the troops, and were jointly in command in all his conquests. At Kibrisukoa, Alapai met with Keknaipoiwa Nul, with Kamebameha, Corner of King and Bethel Sts. the heir of the Kingdom of Maul, together with the children of Kekaulike, and his head chiefs from all parts of Mani. Here they had a friendly meeting with Alapai, the King of Hawall

While at Kibeipukos, Alapsi heard that there was war on Molokul, the King of Oahu Honolulu, H. I.

AGENTS Of the Boston and Honolulu

Parket Line.

He bopes, by attention to business, to merit
a continuance of the patronage which he has
beretofore enjoyed, and for which he now returns his thanks.

S4 Sm.

AGENTS For the Makes, Wallaku and having invaded that island. The chiefs of children and grandchildren of Keawe. They had been badly defeated and driven by the King of Ouhu. The chiefs of Molokai were encumped on a hill. The King of Oahu had destroyed the enclosures of the fishponds and ravaged the country.

When Alapai heard this, he felt sympathy for the chiefs of Molokai, for they were rela tives and children of his. (After the native style of denominating children, whereby the most distant relationship, which among Euopeans is ignored, is by the Hawaiians strictregarded.-TRANS.] He therefore made ready and sailed to Molokai to join in the war. He landed at Pukou, and the camp of the Hawaiians extended from Waiains to Kalusabs-all that space was full of the soldiers of Alspai. The fighting was going on at Kamaloo, and Kapualel was the buttle-field. The chiefs of Molokal with their forces, joined with those of Hawaii, made a large army. From Kannakakal to Naiwa was occupied by the chiefs and soldiers of Oubts. The fighting went on for four days in succession without any advantage to either side.

Kapilohokalani, the king of Oahu, was enand skill, forming a square. The different divisions were each under a different com-

On the fifth day, the decisive battle took place at Kawela. The forces of Molokal attacked from manks, while those of Hawali fought from their cances, the most of them, however, being on the shore. The battle amenced in the morning and lasted until late in the afternoon. The Oahnans were surrounded both from manks and makel, and were penned up in a small space. They were defeated with a great singuler of chiefs and common people. Kapiicholani, the King of Oubu was killed, neur Kamilolou. But few of his people escaped, and sailed away for

The war on Molokai being finished, and the chiefs of that island having again come into undisturbed possession of their lands Alapsi conceived the idea of salling for Outro and conquering that Island for himself, for he had heard that there was no king there At this time, Peleioholaniwas King of Kausi. Alapsi accordingly sailed for Oshu with his chiefs and warriors, amompanied by the chiefs of Molokai. He inquired of thos who knew the coasts of Othu for a good place to land on that island. The kakeolelo * (coun sellor) said that Walkiki and Waislas were oth good landing places. The chiefs residing principally as Walkik and Honolein Al anal accordingly salled for Oahu with the in tention of landing at Walkiki.

Espiloholani, King of Oshu having been sisin at Molokai, he was succeeded by his sco, Kanahackalani, at that time about six

Alapsi did not specced in landing at Waj kiki, and made the attempt at Walalae. But Kanahaokalani, the young King of Oaku with his warriors, stood on the shore and drove the invaders back to their canoes, so that they put away for Koko. Here Kanaha met at Hansums, and Alapsi was in doubt whether or not to return to Molokai. It is related of this brave young King of Oalen, who thus successfully opposed the great warrior King of Hawall in defense of his inberitance, that he directed the movements of his soldiers and led the battle in person, seat ed on the shoulders of his attendants, and that he was constantly moring here and there wherever his people were engaged, encouraging them by his presence and voice. After ecosultation with his counsellors Alapsi ascertained that there was a practic bie landing place in Koolaupoko, at Kaliua,

called Opeaws. He accordingly salled for that place and succeeded in landing. The harbor was a good one, and there was plenty of adjacent room for the soldiers to camp. Here preparations were made to carry on the war against Kanaba. Kalaniopau and his brother were the two chief generals on

Alapai's side. Kanaha on his side was ready, and the fighting was carried on for one mouth without any material advantage being gained on either side. To the people of Oahu, the pall of Nuusau constituted a natural fortress, and the people of Hawaii had their cances to fall back upon.

When the chiefs of Oahu first heard that Alapai was about to invade the island, they sent to Peleloholani, King of Kausi to come and help them. He accordingly came, with be neged upon the courts, in case of sult, his chiefs and warriors, and joined his forces with those of Oahu against the king of Ha-

There was a very wise counsellor nam Naili, a brother of Kamakaimoku, who was the mother of Kalaniopuu and Keona. Naili advised Pcicioholani to put an end to the war and become reconciled with Alapal. Naili said, "You can stop the war if you ance promised, by the courts, without any will, and have a meeting with Alapai."

Peleioholani asked, "Is Alapai a relation

Naili answered, "You are a god; and on one side he is a relation of yours." Peleicholani thereupon consented to meet Alapai. At that time the fighting was going on at Kaulekola, Kaneobe, and Nalli went down to stop the hostilities. Combeg up to his nephews, Kalaniopuu and Keous, Naili kissed their hands and asked them, "Where is Alapai your father?" "At the seaside, at Waihankalua." "Let the fighting cease," said Naili, "and let us go down to the seaside." Alapai's generals then ordered their troops to withdraw from the battle, and at the same time the troops of Oahu and Kausi withdrew on their side. Naili then went to the seaside and met Alapai. The meeting was a very affectionate one, and they wept

Alapai then said, "For what purpose do you come?" Naill replied, "that he had come for the purpose of putting a stop to the war, and bring about a meeting between Alapai and Peleloholani." On learning that this was the desire of the other side, Alapai usented to the cessation of hostilities and to the meeting with the King of Kauai. Naili laid down several rules to be observed at the meeting. It was to take place at Naonealan the chiefs and soldiers of Hawaii to remain on board their canoes, the King only to land, unarmed and unattended; the chiefs and soldiers of Oahu and Kauai to divest themselves hands to be put to death.

of their arms-any found with arms in their This notable meeting took place on the 13th day of Karlo, a. p. 1737. [Kaelo nearly corresponds with our month of January .-TRANS.] Each side vied with the other in ndor of their dresses-the feather cloaks and helmets. Red feather cloaks were to be seen in every direction. The two kings were magnificently attired, and their appearance was very majestic and awe-inspiring. That day was from that time forth celebrated as the day on which the two kings met in to the month, adjudges whether the contract grand state and entered into a treaty to put has expired or not. Other magistrates unan end to a dreadful war.

So It is, that when brothren go to war with each other, they are sure to find that date of the agreement, without any reference camped at Kalamania. Es had drawn up his bears, then comes the person who to the other condition, viz. : labor performed. knows the gencalogy of the families, and Thus, if a man contracts, say Jan. 1, to work through his persunsions the chiefs discon- for 13 months, and is sick the whole time, tinue the war and meet as friends. So met not performing a single day's labor, he has, Alapai and Peleioholani, on Naonenias, at nevertheless, accomplished his part of the

The canoes were formed in lines, from off If a laborer wilfully, or without leave, ab-Kil, at Mokupu, reaching to Naoncalas, where sents himself from work, the law allows the the only one of the Hawaiians who landed master redress by rendering the laborer liable was Alapai, King of Hawaii. The chiefs of for two days to every one that he has so ab-Onhu and Kanai, and their soldiers and the sented himself, but in cases of unavoidable shabitants stood manks from the shore, and shence, or inability through protracted sick-Peletoholani, the King of Kanai was the only | ness, the master, by the interpretation as one who stood forth in advance of the rest, given by some magistrates, has no redress, while their connseilor (Naiii) stood half way nor scenrity, against loss. between the two kings.

Naili first addressed himself to the King of Kanai, saying, "When you meet the King of out large advances in cash; in some cases Hawaii, put your arms around him and kiss extending to more than half the stipulated him; then put your arms down and let Ala- wages for a year. In the new forms, propai take hold of you in the style of the last. vision should be made that this advance The los was an ancient art, by which those be charged to the laborer, and be paid out who excelled in it could, by seizing a man by of his monthly wages; or the contracts the arms, render him powerless and break might specify the advance as a bonus, with his bones. The practice is said to have orige so much per mouth as wages, which must be insted, or perhaps been more extensively practiced on Kanni than elsewhere. There a fair rate for the year, both amounts commay be a few of the old people now living who understand it.-TRANS.]

Alapai said, "Let the war cease and let us the tendency which the men have to overlive peaceably. Let there be a treaty between draw their wages, through the purchase of the chiefs of Maul, Molokai, Oabu, Kauai goods. and Hawaii." This was the conclusion of me meeting between Peleioholani and Alapai. in the Gazzette, that the men shall obey the Alagal then returned to Molokai to regu- orders of the lunas, as well as those of the late the affairs of the chiefs and people of managers. They often allege, as an excuse

that island, and to make a treaty between for neglect of duty, that the orders did not them and the chiefs of Maul and Lanai. On come direct from the principal. arriving at Mani, he found that Kaubinimoknakama, the eldest son of Kekaulike, by his wife Kahawalu, had rebeiled against the but in miscellaneous plantation work it is authority of Kamehameha, the beir of the impossible to specify in which particular dekingdom of Mani. The rebellion was caus- partment the men will be needed. To-day, ed by the carrying of stones for the building it is in cultivating the fields; to-morrow, in of the temple of Wallebua. Pinsau, a counsellor and priest, incited Kauhi to rebel, saying to him, "Let the weak people carry stones; it is for the strong to resist and break asunder." Kanihi inquired what was to be done? Pinasu replied, "Go to war; resist and break asunder." Consequently, the soldiers of Kanhi stole the fish of Alamihi, and arming themselves repaired to the fort of reship, before the expiration of

[To be continued.]

SOTHER THAMES TUNNEL -By the clos

of this year London expects to have a second tunnel beneath the Thames open for passen-ger traffic. Mr. Peter Burlow, Jr., has drawn a plan for a new cutting near the tower: a ger traffic. Mr. Peter Barlow, Jr., has drawn a plan for a new cutting near the tower; a bill has been carried through Parliament; and a contract has been all but completed for executing this important work. The plan is to sink a vertical shaft on each side of the river to a depth of fifty feet, furnished with a byfarulle lift to raise and lower a carriage and ten passengers; to drive a tonnel in the cisy under the river, not exceeding eight feet in diameter, between these shafts, and to line it as driven, partly with Staffordshire blue bricks and partly with cast fron, by which means it can be rendered air-light and all danger from the river avoided.

Hawaiian Gazette BOOK AND JOB

PRINTING ESTABLISHMENT! THE "GALETTE" OFFICE

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OF EVERY DESCRIPTION. WITH NEATNESS AND DISPATCE

than the one promulgated by the Minister.

I have in mind a case to the point. In a time of pressing need, a very high selvence to men was made by a planter, sgainst his inclination, but help be must have. A man thus shipped was taken sick, and for a year was fed, and housed, and doctored, but was unable to do any work.

After all, it seems to me to be as well to let people make their own contracts, of ourse subject to the law. They will then suit themselves, and have no chance to complain of anybody, and will be held amenable to the law, it they violate it.

Yours,

THE SURE CANAL.—Though is but partly finished, its carnings in 1807 were 1,202,830 francs, and in the first quarter of 1808 they were 544,961 francs. It is to be 198 miles long, and 80,000 men are constantly employed in its construction. Darien presents no obstacles equaling those on the Istamus of Suez.

What a different scone, on the contrary, and what a different reception awaited honest M. de Lesseps the other day at the meeting of the Suec Canal Company? The only danger he ran was that of being smothered by congratulations, or of dying under the too fervent accounts of his enthusiastic actionaries? The latter mounted on the platform, at the conclusion of the proceedings, to shake hands with, or even embrace him; his report was received with tumultuous bravos, and an unanimous vote of thanks passed to him (as he well deserved) for his indomitable and undaunted zeal, energy sud perservenance. I cannot enter minutely into the numerous statements of detail and figures. Suffice it to say that the total sum raised by the company for the purposes of the canal up to the end of April hast appears to have been just short of three hundred and fifty millions, and the sum expended up to the same period a little under two hundred and unsety millions. Besides the amount in hand, the company has been anthorized to raise by the emission of bonds the further amount necessary to complete the work. But the meat interesting part of the report was the almost unsanimous testimony which M. de Lesseps was now enabled to read to his andience as being borne to the feasibility, progress and certain completeness of his great enterprise by all visitors, and more especially by those very English visitors who came most prepossessed and prejudiced against it. The letter and testimony of the Duke of St. Albans are not perhaps worth a great deal in such a malter; but the testimony of practical men like Mr. Smith, of Gostorth, and Mr. Lobnitz, of Giasgow, is in the highest degree valuable, given too, as it is in both instances, in a sense directly in contradiction with their previous opinions and convictions before they had visited the works. The latter gentleman, especially, says that before doing so, he believed the company to be engaged in a "foolish and unprofitable anternaking;" but on his return he hastened to lay before a meeting of th

SMALL Pox —If we can find an agent which will destroy this poison, be it animal or vegetable in its nature, and which will promptly arrest its development in its incipiency, surely we may hope to diminish the acuteness of the disease, to shorten its duration, and, at any rate, to control its propagation.

This agent I believe to be carbolic seid. The prompt and immediate action of this remarkable substance to destroy the vitality of confervoid growths—all infusorial beings—is known. It not only immediately extinguishes the existing germs, but arrests their future development in the fluids in which it is infused. The minute quantity which suffices for this purpose, renders it cheap and accessible for all cases. To sanify hospitals, ships, private dwellings, sewers, and the sick room of small-pox patients, it is lavaluable. It is by inference from these facts, that I propose to employ it in the active, as well as the preventive, treatment of variols.

In conjunction with the use of the Sarracenia purpures, I feel confident in the hope to establish a new treatment for variola, and put an end in due time to the general horror and fest, and desertion from the holiest duties of life, which follow the announcement of small-pox.

In brief, then, let the patient be lightly weight. This agent I believe to be carbolle seid.

and fear, and desertion from the sourcement of small pox.

In brief, then, let the patient be lightly moistened over several times daily with a weak solution of carbolic (phenic,) acid. The best mode of application is in the form of solution in tepid water. It may be used with a soft sponge, or better still, with a broad camel's hair brash, such as is used for ramishing, say two inches broad. The brash will pass lightly over the pustules, without disturbing them, or spreading the suppuration. As a gentle stimulant it will accelerate the cure of pustules. Wherever albumen is present, it congulates it instantly. After its first use, and the slight hofssion of its vapor in the sir, giving to the simosphere a faint odor like that of krossote, and forthwith plenging all the same off slothing into a sain ilon of the acid, I believe that the patient and the spartment will be disinfected. Relatives, nurses, and attendants may have immunity from contagion, public confidence may be ratored, the necessity for vaccination be less imperative, and, in severe cases, lives be saved, which otherwise, under the moral shock, would be sacrificed. The advantage I have derived from the use of carbolic acid in cataneous diseases, although not be ferile, warrants the anticipation of a good result in hastening the cicatrization of variolous pustules.

Most persons are not aware that soils are able to imbibe a vast amount of man-ure from the atmosphere, if put in a proper condition. They will absorb from the air nitrogen in the form of ammonia and nitric acid, and the atmosphere itself gives to the land every year, in the form of min, a the land every year, in the form of rain, a very large quantity of these substances. This at once raises the subject of draining; for if land is clogged up with water to the surface, it is usable to benefit by the valuable manures which descend in the rail, which, instead of soaking through the ground, is compelled to run off the surface without giving half its manuring value to the crops. Again, undrained land is unable to the crops. Again, undrained land is unable to the crops. without giving half its manufing value to the crops. Again, undrained land is unable to extract the manufes from the sir, for this process is only carried on by reason of its porceitry and therefore, if the water cannot pass readily away, the ground re-mains foil, the air is anable to pass among it, and thus it is unable to derive any ben-efit from it.

the man during his term of contract, or by an accidental or unavoidable sickness. The forms of contract which have been in use